

SERFF Tracking Number:	BEAC-126463297	State:	Arkansas
Filing Company:	The Employers' Fire Insurance Company	State Tracking Number:	44635
Company Tracking Number:	2010-DW-AR-FO-711		
TOI:	H21 Health - Other	Sub-TOI:	H21.000 Health - Other
Product Name:	Dewar Tuition Refund Plan		
Project Name/Number:	Dewar Tuition Refund Plan/2010-DW-AR-FO-711		

Filing at a Glance

Company: The Employers' Fire Insurance Company

Product Name: Dewar Tuition Refund Plan

SERFF Tr Num: BEAC-126463297 State: Arkansas

TOI: H21 Health - Other

SERFF Status: Closed-Approved-
Closed State Tr Num: 44635

Sub-TOI: H21.000 Health - Other

Co Tr Num: 2010-DW-AR-FO-711 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Rosalind Minor

Author: Joshua Levine

Disposition Date: 01/25/2010

Date Submitted: 01/20/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: 03/01/2010

Implementation Date:

State Filing Description:

General Information

Project Name: Dewar Tuition Refund Plan

Status of Filing in Domicile:

Project Number: 2010-DW-AR-FO-711

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type:

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 01/25/2010

Explanation for Other Group Market Type:

State Status Changed: 01/25/2010

Deemer Date:

Created By: Joshua Levine

Submitted By: Joshua Levine

Corresponding Filing Tracking Number:

Filing Description:

In this filing we are making various revisions to the above previously approved product.

We are filing to remove the Epidemic Closure benefit from the Comprehensive Tuition Refund Protection Policy. In 2005, we filed and received approval for an endorsement which allowed flexibility in this benefit with a range of '0 – 100%'.

As with the filing made in 2005, the original rate manual approved for this product will support this revision.

In Summary, these changes include:

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- Removal of the Epidemic Closure benefit
- Addition of the various state required Fraud Statements to the application
- Withdrawal of endorsement G78227 – Epidemic Closure Rider

Company and Contact

Filing Contact Information

Joshua Levine, Compliance Analyst jlevine@onebeacon.com
 One Beacon Lane 781-332-7276 [Phone]
 Canton, MA 02021

Filing Company Information

The Employers' Fire Insurance Company CoCode: 20648 State of Domicile: Massachusetts
 One Beacon Lane Group Code: 1129 Company Type:
 Canton, MA 02021-1030 Group Name: State ID Number:
 (781) 332-7000 ext. [Phone] FEIN Number: 04-1288420

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: AR fee is \$50/filing
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Employers' Fire Insurance Company	\$50.00	01/20/2010	33657152

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	01/25/2010	01/25/2010

<i>SERFF Tracking Number:</i>	<i>BEAC-126463297</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 01/25/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form	COMPREHENSIVE TUITION PROTECTION INSURANCE APPLICATION	Approved-Closed	Yes
Form	COMPREHENSIVE TUITION PROTECTION INSURANCE	Approved-Closed	Yes
Form	Comprehensive Tuition Protection Epidemic Closure	Approved-Closed	Yes

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Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 01/25/2010	G14218 11 09	Application/Enrollment Form	COMPREHENSIVE TUITION PROTECTION INSURANCE APPLICATION	Revised	Replaced Form #: G14218 07 97 Previous Filing #:	0.000	G14218 11 09 - Policy Application_CW_Final.pdf
Approved-Closed 01/25/2010	G14220 11 09	Policy/Contract/Fraternal Certificate	COMPREHENSIVE TUITION PROTECTION INSURANCE	Revised	Replaced Form #: G14220 07 97 Previous Filing #:	0.000	G14220 11 09_Comprehensive Tuition Protection_CW_Final.pdf
Approved-Closed 01/25/2010	G78227 11 05	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Comprehensive Tuition Protection Epidemic Closure	Other	Other Explanation: Withdrawn	0.000	G78227 11 05_Epidemic Closure-WITHDRAW.pdf

Employers' Fire Insurance Company
A Stock Company, Canton, Massachusetts 02021

COMPREHENSIVE TUITION PROTECTION INSURANCE APPLICATION
(Covers Loss of Academic Time Due to Disabling Injuries or Sickness)

1. Name of School/College _____
Address (principal location) _____
Other Locations, if any _____
2. School Term: From _____ to _____
First Semester _____ to _____
Second Semester _____ to _____
Third Semester _____ to _____
3. Remarks/Special Instructions
(a) Participation by eligible students is: _____
(b) If this application is approved, the contract is to be issued effective _____
(c) Optional Coverages to be effective _____
(d) Other instructions (if any): _____
(e) Other _____

SPECIFICATIONS FOR BENEFIT SCHEDULE

1. We will pay _____ % of the Insured Student's average daily cost for tuition and other school/college fees insured for loss of academic time which is not due to a diagnosis referenced in DSM-IV.
2. We will pay _____ % of the Insured Student's average daily cost for tuition and other school/college fees insured for loss of academic time due to a diagnosis referenced in DSM-IV.
3. We will pay _____ % of the Insured Student's average daily cost for tuition and other school/college fees insured for a covered loss of academic time whether or not due to a diagnosis referenced in DSM-IV, but only after the student has been confined in a hospital for _____ consecutive days within the period of enrollment.
4. Loss Duration Requirement, if any:
(a) _____ nil; (b) _____ 8 consecutive days;
(c) _____ 31 consecutive days (d) _____ the unexpired portion of the current period of enrollment.
5. Elimination Period, if any: _____
6. For the purpose of the policy, the average daily cost shall be found by dividing the amount of tuition and other school fees insured by the actual calendar days in the school year. Days of pre-season athletic practice, orientation, registration and graduation are not included. The amount of tuition and other school fees insured shall be found in the Tuition Fees Schedule attached hereto and made a part of this policy.

Policy Term Rate: _____ %

Rate x total tuition/school fees insured = contract term premium.

OPTIONAL COVERAGES

1.. Tuition Continuation Coverage desired? _____ Yes
_____ No

- (a) _____ for the Current Year
(b) _____ for the Next _____ Years
(c) _____ for the Next _____ Years

2.. Withdrawal/Dismissal Coverage _____ Yes _____ No

- (a) Dismissal: _____ % after _____ consecutive days of attendance
(b) Withdrawal: _____ % after _____ consecutive days of attendance

FRAUD STATEMENTS:

GENERAL STATEMENT

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and [NY: substantial] civil penalties. (Not applicable in CO, DC, FL, HI, MA, NE, OH, OK, OR, VT OR WA; in LA, ME, TN or VA, insurance benefits may also be denied.

APPLICABLE IN COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

APPLICABLE IN THE DISTRICT OF COLUMBIA

WARNING: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

APPLICABLE IN FLORIDA

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

APPLICABLE IN HAWAII

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

APPLICABLE IN MASSACHUSETTS, NEBRASKA, OREGON AND VERMONT

Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

APPLICABLE IN OHIO

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

APPLICABLE IN OKLAHOMA

WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

APPLICABLE IN WASHINGTON

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

The undersigned hereby agrees to submit to Us or to Our agent within thirty (30) days after the first day of the school term as herein above specified: (1) a Schedule of Insured Students; and (2) payment of the premium calculated on the basis of the "Specifications" listed above.

Date _____

School/College

Signed By: _____

Title

G14220 11 09
COMPREHENSIVE TUITION PROTECTION INSURANCE

COVERAGE

We hereby agree, subject to the Benefit Schedule and other terms and conditions of this policy, to pay for loss of tuition and other school/college fees sustained by Your Insured Students due to their loss of academic time and any scholastic credit at the school. The loss of academic time and any scholastic credit must be due solely to a covered cause of loss. The names of Your students who are insured are listed in the Tuition Fees Schedule. This Schedule is attached to and made a part of this policy.

COVERED CAUSE OF LOSS

Disabling Injury(ies) or Sickness

If an Insured Student shall be disabled by reason of Injury or Sickness and is thereby continuously prevented from attending all scheduled classes for a period of time equal to or in excess of the Loss Duration Period, We will pay a benefit for that period of any such loss that exceeds the Elimination Period. The Loss Duration Period and the Elimination Period are as stated in the Benefit Schedule. During His or Her period of incapacity the Insured Student must be regularly treated by a Doctor. Notice to Us must include a Doctor's written statement which medically certifies that the Sickness or Injury prevents the student from attending all scheduled classes.

The daily benefit shall be computed on the basis stated in items 1, 2 and 3 of the Benefit Schedule.

EXCLUSIONS

Coverage does not apply to loss due to:

- (a) war or any act of war (whether declared or undeclared);
- (b) pregnancy and/or childbirth;
- (c) the use of any drug, narcotic or an agent which is similarly classed or has similar effects unless it is given by and while under the care and attendance of a Doctor;
- (d) taking part in a riot;
- (e) failure to attend classes for any reason other than an Injury or Sickness;
- (f) suicide or intentionally self-inflicted Injury or self-inflicted Sickness;
- (g) alcoholism or use of alcohol;

- (h) nuclear reaction, nuclear radiation or radioactive contamination.

CONDITIONS

A. Changes

No change in this policy shall be valid unless approved by one of Our executive officers and unless such approval be endorsed hereon and attached hereto. No agent has authority to change this policy or to waive any of its provisions.

B. Conformity with State Statutes

Any provision of this policy which, on its effective date, is in conflict with the statutes of the state in which this policy is delivered or issued for delivery is hereby amended to conform to the minimum requirements of such statute.

C. Discontinuance of Insurance for an Insured Student

Insurance hereby provided for an Insured Student shall cease of its own accord on the day after the first of the following to occur:

- (1) the date when such Insured Student ceases to remain eligible for coverage as stated in this policy;
- (2) the last day of the period of time for which the last premium payment is made by such Insured Student;
- (3) the termination date of this policy;
- (4) the last day of academic instruction by You due to any cause. If the insurance ceases by reason of item (4) We will make a pro-rata refund of premium; or
- (5) benefits are paid under a Tuition Continuation Benefit Endorsement.

D. Eligibility -- Effective Date of Insurance

All of Your students, except classes not eligible, if any, are eligible for insurance as provided by this policy. Any classes not eligible are stated in Your application for this policy. Unless declined by written notice to Us or to You, insurance for each such eligible person shall start on the effective date of this policy provided that the premium has been paid within 10 days of his or her start of classes. Insurance for any person later becoming eligible shall start on the date the premium is received by You from the person.

Any person who does not pay the premium for this insurance within ten (10) days of the start of His or Her classes may become insured, subject to Our approval, at any time while remaining eligible by submitting to Us:

- (1) an application therefore;

- (2) such evidence of good health as We may require; and
- (3) the required premium.

The insurance for such person shall start on the first day of the next calendar month after We approve His or Her request and the evidence submitted. Any evidence of good health which We require shall be provided without expense to Us.

E. Entire Policy

This policy constitutes the entire contract between the parties, and no statement made by the School or by any Insured Student whose eligibility has been accepted by Us or Our agent shall be used in defense to a claim hereunder.

F. Grace Period

A grace period of 31 days will be granted for the payment of premiums accruing after the first premium, during which grace period this policy shall continue in force, but the School shall be liable to Us or Our agent for the payment of the premium accruing for the period this policy continues in force.

G. Individual Certificate

When required by law, We will issue to You for delivery to each Insured Student an individual certificate. The certificate shall set forth:

- (1) the benefits provided by this policy;
- (2) to whom benefits are payable; and
- (3) the limitations of this policy as may pertain to each Insured Student.

H. Premium Payments

The payment of any premium to Us or to Our authorized agent shall not maintain this policy in force, except as stated in the Grace Period, beyond the date the next premium becomes due.

I. Records of Insurance

You shall keep a record of:

- (1) each Insured Student by name;
- (2) the amount and effective date of insurance;
- (3) the effective date of changes, if any; and
- (4) the date of and the reason for cessation of insurance.

Any of Your records which have a bearing on the insurance provided by this policy shall be open for Our inspection.

J. Renewal -- Termination Provision

At the end of a policy term, You may renew this policy for an additional term by paying the premium, unless not later than 30 days before the end of the term We give You written notice of Our intent not to renew this policy. Our written notice not to renew will be delivered to You or mailed to Your last known address. Our refusal to renew this policy at the end of any term shall be without prejudice to any claim originating prior thereto. Your premium for each renewal must be paid within the grace period. The premium will be based upon Our premium rates then in effect at the time of each renewal.

K. Termination of Disability

Disability and any loss covered under Part 1 of the Benefits section shall be deemed to have ended on the earliest of the following dates:

- (a) on the last day of the current period of the Insured Student's enrollment at Your facility.
- (b) on the date when He or She again starts to attend classes at any school or institution of learning during the policy term.
- (c) on the date when He or She becomes gainfully employed during the policy term.
- (d) on the date that the Insured Student ceases to be regularly treated by a Doctor.

LOSS CONDITIONS

L. Claim Forms

We or Our agent, upon receipt of a written notice of claim, will furnish to the claimant such forms as are usually furnished by Us for filing proofs of loss. If such forms are not furnished within 15 days after the giving of such notice the claimant shall be deemed to have complied with the requirements of this policy as to proof of loss upon submitting, within the time fixed in this policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. Such proof must include a Doctor's written statement that medically certifies that the sickness or injury prevents the student from attending all scheduled classes.

M. Legal Actions

No legal action at law or in equity shall be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action shall be brought after the expiration of three years after the time written proof of loss is required to be furnished.

N. Notice of Claim

Written notice of claim must be given to Us or Our agent within 20 days after the occurrence or commencement of

any loss covered by this policy, or as soon thereafter as is reasonably possible. (Notice given by or on behalf of the claimant to the offices of A.W.G. Dewar with information sufficient to identify the Insured Student, shall be deemed notice to Us.)

O. Payment of Claims

All benefits will be payable as soon as We receive the proper written proof of loss.

At Our option, the benefits will be paid to the Insured Student, His or Her parent(s) or legal guardian(s) or to You for credit to His or Her account. Any payment made by Us in good faith shall fully discharge Us to the extent of such payment.

P. Physical Examination and Autopsy

We at Our own expense shall have the right and opportunity to examine the person of any individual whose injury or sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death, where it is not forbidden by law.

Q. Proofs of Loss

Written proof of loss must be furnished to Us or Our agent within 90 days after the date of loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the Insured Student, later than one year from the time proof is otherwise required.

DEFINITIONS

“DSM-IV” is the Diagnostic and Statistical Manual of Mental Disorders Edition #4. Any subsequent editions of the same manual are included in this definition.

“Doctor” means any medical doctor (MD) or where required by law, any other medical practitioner in respect to services performed within the scope of the Doctor’s license. These services must be covered by the terms of this policy. The Doctor must be other than a member of the Insured Student’s family.

“Elimination Period” is the time at the beginning of a period of incapacity for which no benefit is payable by Us.

“Injury” means bodily injury caused by an accident. The accident must occur on or after the effective date of the Insured Student’s coverage under this policy and while it remains in force.

“Insured Student”, “His or Her” and “He or She” refers to Your students whose names are listed on the Tuition Fees Schedule attached to and made a part of this policy.

“Loss Duration Period” is the minimum period of time during which the Insured Student must be incapacitated and prevented from attending all scheduled classes to qualify for benefits.

“Riot” means all forms of violence, disorder or disturbance of the public peace by three or more persons assembled together. It does not matter whether they are acting with a common intent or that damage to person or property or unlawful acts is the intent or result of their action.

“Sickness” means a sickness or disease for which symptoms existed and medical advice or treatment was received after the effective date of an Insured Student’s coverage under this policy and while it remains in force.

“Taking part in a riot” means promoting, inciting, conspiring to promote or incite, aiding, abetting or all forms of taking part in a riot. It shall not include action taken in defense of the Insured Student, if such actions are not taken against persons seeking to maintain or restore law and order.

“We”, “Us” or “Our” refers to the Company providing this insurance.

“You” and “Your” refers to the Policyholder shown in the Declarations.

EMPLOYERS' FIRE INSURANCE COMPANY

**Comprehensive Tuition Protection
Epidemic Closure**

School/College Name: _____ Policy Number: _____

It is agreed that the policy to which this endorsement is attached is amended as follows:

Item 2 under **Covered Cause of Loss** is replaced by:

2. Epidemic Closure of the School

We will pay _____ % of the Insured Student's average daily cost for tuition and other school/college fees if He or She is prevented from attending classes due to the Epidemic Closure of Your School. Coverage is triggered only if an epidemic is declared by the local public health authority responsible for Your location.

An Elimination Period of _____ days applies to this benefit.

The Definition of Epidemic Closure is amended to read as follows:

Epidemic Closure means the closing of Your school due to a local public health authority declared outbreak of contagious or infectious disease or illness at Your school premises resulting in the inability to provide academic instruction. The closing must be in compliance with an official written directive issued during the academic year by the local public health authority.

All other terms and conditions remain unchanged.

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Supporting Document Schedules

		Item Status:	Status
			Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	01/25/2010
Comments:			
Attachment:			
ARCERT-A.pdf			

		Item Status:	Status
			Date:
Satisfied - Item:	Application	Approved-Closed	01/25/2010
Comments:			
Application is included			

		Item Status:	Status
			Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	01/25/2010
Bypass Reason:	NA		
Comments:			

		Item Status:	Status
			Date:
Bypassed - Item:	Outline of Coverage	Approved-Closed	01/25/2010
Bypass Reason:	NA		
Comments:			

Policy and Endorsement Certification Form

State of: Arkansas

Filing Designation #: 2010-DW-AR-FO-711

Forms/Endorsements Affected:

G14218 11 09

G14220 11 09

G78227 11 05

Proposed Effective Date: 03/01/10

This is to certify that the above captioned form(s) meet the minimum readability requirements specified under **ARK. INS. RULE & REG. 29 § 5.**



Authorized Signature

Cheryl Turner

Name

AVP Stats and Reporting

Title

01/20/2010

Date